

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

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FILE: B-214311.3**DATE:** October 5, 1984**MATTER OF:** Copy-Line Corporation, Field Engineering
Division**DIGEST:**

Agency's decision to request new quotations after terminating a contract upon discovering that it had improperly evaluated the awardee's quotation is not legally objectionable where other quoter was not entitled to award for remaining contract term because its original quotation was not low and included services not needed by the government.

Copy-Line Corporation, Field Engineering Division protests the Marine Corps' refusal to award it the remaining term of a terminated contract with Savin Corporation to provide quarterly servicing of government-owned Savin copying equipment in fiscal year 1984. The protester also submits a claim for anticipated profits for the contract's entire term.

We deny the protest and the claim.

The procurements were conducted under the procedures for small purchases, which authorize military agencies to solicit quotations orally for such purchases from local suppliers. Defense Acquisition Regulation, § 3-604.2, reprinted in 32 C.F.R. pts. 1-39 (1983). Savin orally responded to the Corps' request for a quotation with its fiscal year 1983 Federal Supply Schedule contract prices. Copy-Line, the only other firm solicited, mailed the contracting officer a copy of a price list with the prices for particular items (including drum replacement) underlined. The contracting officer computed Savin's total yearly price as \$10,130, and Copy-Line's as \$15,700, and made award to Savin.

Copy-Line subsequently protested that the Corps erroneously had evaluated Savin's and its own price quotations, and maintained that its price for the services, excluding drum replacement (which the Corps did not need),

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would be \$10,975. Savin also informed the Corps that the prices in the Corps' delivery order were not its 1984 Schedule prices. The contracting officer, in checking his files, noted that Savin had only quoted its 1983 Schedule prices "pending" publication of its 1984 Schedule price list. He then determined that an evaluation based on Savin's 1984 prices would have resulted in a price of \$12,202. The Corps consequently terminated Savin's contract on March 31, 1984, refused to award Copy-Line a contract for the remainder of fiscal year 1984, and decided to resolicit. The competition for the remainder of the fiscal year resulted in a contract with Savin, which quoted the effort at \$3,299.64 compared to Copy-Line's quote of \$3,658.56.

The Corps indicates that it chose to resolicit because it believed that any award based on the initial competition would be unfair since the Corps had not obtained a firm quote from Savin and because Copy-Line submitted a quote based on the inclusion of a service that the agency did not need. We see no impropriety in the Corps' refusal to award Copy-Line a contract after terminating Savin's. The record shows that Copy-Line's initial quotation was not based on the Corps' actual needs, or at least was unclear in that respect, since the firm submitted a price list in which the quotations included an unnecessary service, and on which the firm underlined what appeared to be the appropriate prices for the Corps to consider. (Copy-Line does not deny that it did so.) Thus, at the time the Corps discovered that it had erroneously evaluated inapplicable prices for Savin the Copy-Line quotation the agency had in hand--\$15,700--was higher than Savin's and encompassed unneeded services. Thus Copy-Line was not in line for award at that time, and could only become low by submitting a new quotation or by revising its old one. See PRC Information Sciences Company, 56 Comp. Gen. 768 (1977), 77-2 CPD ¶ 11. Where an agency gives one firm an opportunity to submit a new or revised quotation, however, there is nothing unfair in its giving others the same opportunity. See Conn Library Services, B-199576, July 28, 1980, 80-2 CPD ¶ 77. Accordingly, we have no legal basis to object to the Corps' decision to solicit new quotations from both firms.

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Copy-Line also complains that the recompetition was unfair because its prices were exposed, thus creating an auction. While we recognize that Copy-Line suffered some disadvantage through the exposure of its prices (of course, Savin's prices also were exposed), we believe that letting Copy-Line explain and revise its quotation but not letting Savin do the same would have had a more harmful effect on the integrity of the competitive procurement system than creating an auction atmosphere. See Honeywell Information Systems, Inc., 56 Comp. Gen. 505 (1977), 77-1 CPD ¶ 256.

Finally, the protester requests compensation for "lost revenues," which we assume means anticipated profits for the period it was denied a contract. There is no legal basis, however, to permit the protester to recover such profits. See Le Prix Electrical Distributors, Ltd., B-212428.2, Nov. 22, 1983, 83-2 CPD ¶ 609.

The protest and the claim are denied.

for Milton J. Auer
Comptroller General
of the United States